

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:)	
)	
Heather Allison SCHLEGEL <i>et al.</i>)	Group Art Unit: 2173
)	
Application No.: 10/715,213)	Examiner: Namitha PILLAI
)	
Filed: November 18, 2003)	Confirmation No.: 2242
)	
For: ACCOUNT LINKING)	
)	

Attention: Mail Stop Appeal Brief-Patents
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

REPLY BRIEF UNDER 37 C.F.R. § 41.41

Pursuant to 37 C.F.R. § 41.41, Appellants present this Reply to the Examiner's Answer dated May 27, 2010. This Reply Brief is being timely filed within two months of the Examiner's Answer.

I. Grounds of Rejection

In response to the Appeal Brief filed on March 8, 2010, in the Examiner's Answer, the Examiner has maintained the rejection of claims 15-23, 25-39, 41, 42, 44-46, 48, and 50-53 under 35 U.S.C. § 103(a) as allegedly being obvious over U.S. Patent No. 7,275,215 to Werndorfer et al. ("Werndorfer") in view of U.S. Patent No. 7,185,059 to Daniell et al. ("Daniell"). Appellants submit that the rejections should be reversed and that the pending claims are allowable over the prior art of record.

II. Response to Examiner's Arguments in the Answer

In addition to the remarks presented in Appellants' Appeal Brief filed on March 8, 2010, Appellants provide the following remarks regarding the outstanding rejection and the Examiner's Answer ("Answer") mailed on May 27, 2010.

Independent claim 15 recites, *inter alia*, "A computer-implemented method for enabling electronic communications by a user having multiple accounts hosted by a single communications service provider that represents each of the multiple accounts of the user hosted by the communications service provider with a corresponding screen name, the method comprising: . . . using the graphical user interface to enable selection, by the user from among the multiple accounts of the user hosted by the single communications service provider, of a particular source account from which to initiate an electronic communication" Thus, independent claim 15 unambiguously requires that the user have multiple accounts hosted by the same communications service provider.

The Examiner's Answer continues to argue that Werndorfer teaches this limitation of independent claim 15. Yet, the Examiner's argument contradicts the plain language of Werndorfer:

As described above, one of the problems associated with instant messaging is the lack of interoperability between the different instant messaging services. For example, a different, proprietary IM client must be installed for each individual IM service on which the user opens an account. . .

To solve this and other problems, the assignee of the present application has developed a unified instant messaging client platform which is interoperable with each of the different IM services. . . .

Werndorfer, at 3:28-40 (emphasis added).

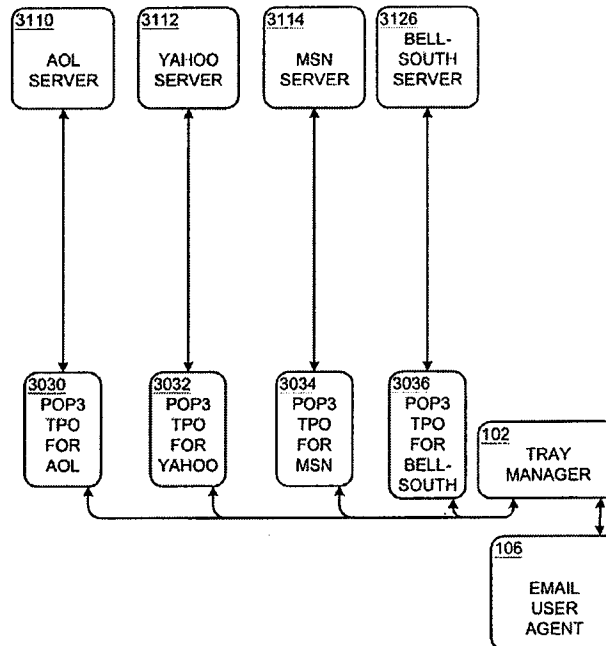
Likewise, Daniell discloses a graphical user interface in which "incoming IM message from multiple IM systems are translated and displayed to the user." Daniell at 1:55-59 (emphasis added). Daniell does not teach that the user has more than one account with any one of the "multiple IM systems."

In view of these differences, the Examiner attempts to argue that the software application that provides access to the multiple, different communications service providers can itself be considered a "service provider":

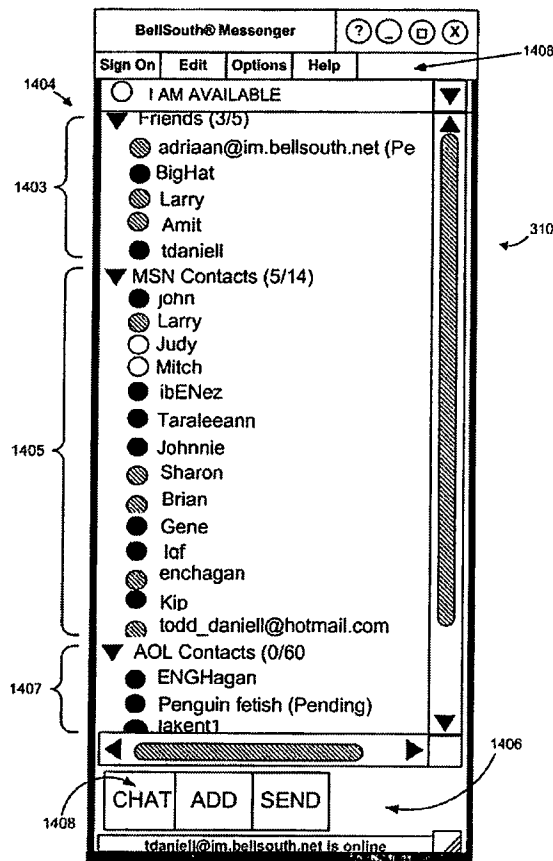
Daniell discloses multiple lists of other screen names that represent other accounts that are hosted by a single communications service provider. As shown in Figure 14, BellSouth Messenger is the service provider that hosts the multiple different instant messenger accounts. The multiple lists are displayed of [sic] screen names of different accounts that are hosted by the single BellSouth Messenger service provider. By being the container for all this account information, BellSouth Messenger serves as the host where all these different types of information are gathered, stored and accessed.

Answer, at 28 (emphasis added).

This reasoning cannot stand. In Daniell, each of the user's accounts is hosted by a different communications service provider. See e.g., Daniell, at Fig. 31:



(listing AOL, Yahoo!, MSN, and BellSouth as the actual service providers). Thus, “BellSouth” (as opposed to the “BellSouth Messenger”) is only one of multiple, different service providers hosting a single account. Further, Daniell discloses that the “BellSouth Messenger” is simply the software application used to access each of the different service providers (e.g., AOL, Yahoo!, MSN, and BellSouth):



Daniell, at Fig. 14.

Even if the BellSouth Messenger application is a “container for all of this account information,” as the Examiner argues, it does not follow that “BellSouth Messenger serves as the host” of these different accounts. Answer, at 28 (emphasis added). To the contrary, AOL, Yahoo!, MSN, and BellSouth host these accounts—the user has an “account” with each of them—and the BellSouth Messenger, with which it could not be said that the user has an “account,” much less multiple accounts, merely provides an interface to those accounts. Werndorfer likewise makes clear that its “IM application” merely “provide[s] interoperability with the different, normally incompatible, IM services.” Werndorfer, at 3:45-49 (emphasis added).

Therefore, Werndorfer and Daniell fail to teach or suggest, either alone or in any proper combination, “A computer-implemented method for enabling electronic communications by a user having multiple accounts hosted by a single communications service provider that represents each of the multiple accounts of the user hosted by the communications service provider with a corresponding screen name, the method comprising: . . . using the graphical user interface to enable selection, by the user from among the multiple accounts of the user hosted by the single communications service provider, of a particular source account from which to initiate an electronic communication,” as recited in independent claim 15.

Similarly, claim 15 recites, “displaying a single graphical user interface configured to accommodate multiple lists of other screen names that represent other accounts that are hosted by a single communications service provider.” Just as Werndorfer and Daniell teach that each of the user’s multiple accounts that are accessible through the software interface are hosted by different service providers, Werndorfer and Daniell both teach that the contacts associated with each of the user’s accounts are also hosted by different communications service providers. See e.g., Daniell at 18:4-11:

As shown in FIG. 7, the roster window 310 comprises a list of contacts 1404, which may be sub-divided according to their respect IM accounts. Thus, for example, if the user’s contacts have MSN IM accounts and AOL IM accounts, then the contacts having MSN accounts 1405 are grouped together while the contacts having AOL accounts 1407 are grouped together.

See also Werndorfer, at Fig. 3 (dividing the user’s lists of contacts into those hosted by AIM, ICQ, IRC, MSN, and Yahoo!, respectively, according to the account the user selects for display).

The Examiner nonetheless attempts to use the same type of reasoning to conflate the BellSouth Messenger instant messenger software application with the actual accounts to which it provides an interface, arguing, “all the groups including the BellSouth group, MSN Contacts and AOL Contacts are hosted by the BellSouth Messenger.” Answer, at 29. Yet, this reasoning is similarly misplaced. Once again, Daniell teaches that it is actually BellSouth, MSN, and AOL that host the accounts in each of these contact lists, and the BellSouth Messenger does nothing more than provide an interface to these hosted accounts.

Therefore, Werndorfer and Daniell fail to teach or suggest, either alone or in combination, “displaying a single graphical user interface configured to accommodate multiple lists of other screen names that represent other accounts that are hosted by a single communications service provider,” as recited in independent claim 15.

Finally, claim 15 recites, “displaying a single graphical user interface wherein an individual screen name is listed in at least two lists that represent other accounts that are hosted by a single communications service provider.” The Examiner argues that “Werndorfer discloses one example in Figure 3 where an individual screen name such as belonging to Tom Webster is listed at least in two lists in this case the ‘Online Contacts’ and ‘Offline Contacts’ lists.” Answer, at 29. However, according to the teachings of Werndorfer, this is incorrect:

Unlike prior buddy lists, however, the buddy lists illustrated in FIG. 3 may include contacts from various different IM services. For example, the contact entries “MerSingerWebster” 305 and “Meredith_Webster” 306 may be screen names for the same individual on different IM services (e.g., AOL and Yahoo). In the particular example shown in FIG. 3, the individual is registered as online on one

account (MerSingerWebster 305) and offline for the other account (Meredith_Webster 306).

Werndorfer, at 3:67-4:8 (emphasis added).

The Examiner's example of "TomCWebster" and "thomas_c_webster," would, therefore, be another example of displaying "the same individual on different IM services (e.g., AOL and Yahoo)," as taught by Werndorfer. Such accounts would not be "hosted by a single communications service provider," as recited in claim 15, nor are they an "individual screen name," as recited in claim 15, since they comprise different textual strings.

Therefore, Werndorfer and Daniell fail to teach or suggest, either alone or in combination, "displaying a single graphical user interface wherein an individual screen name is listed in at least two lists that represent other accounts that are hosted by a single communications service provider," as recited in claim 15.

For at least the foregoing reasons, the Board should reverse the rejection based on Werndorfer and Daniell at least because the Examiner has not properly construed the claims and has ignored the differences that exist between independent claim 15 and the cited art. Because of these errors, and the deficiencies of Werndorfer and Daniell, the Examiner has not demonstrated that claim 1 is obvious under 35 U.S.C. § 103.

Independent claims 23, 31, 45, and 52, though of different scope from claim 15, recite elements similar to those set forth above for claim 15 and are therefore allowable for at least reasons similar to those presented above with respect to claim 15.

Dependent claims 16-22, 25-30, 32-39, 41, 42, 44, 46, 48, 50, 51, and 53 are also allowable at least due to their respective dependence from the independent claims.

III. Conclusion

Accordingly, for the reasons stated herein, and those provided in Appellants' Appeal Brief, Appellants respectfully submit that the rejection of claims 15-23, 25-39, 41, 42, 44-46, 48, and 50-53 is in error and should be reversed.

If there are any fees due under 37 C.F.R. §§ 1.16 or 1.17 which are not enclosed herewith, please charge such fees to our Deposit Account No. 06-0916.

Respectfully submitted,

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GARRETT & DUNNER, L.L.P.

Dated: July 27, 2010

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